

AGREEMENT

BETWEEN

THE TOWNSHIP OF MACOMB
MACOMB COUNTY, MICHIGAN

-AND-

AFSCME CHAPTER
LOCAL #1917
MICHIGAN COUNCIL 25

JANUARY 1, 2002

THROUGH

DECEMBER 31, 2005

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ between the TOWNSHIP OF MACOMB, MACOMB COUNTY, hereinafter referred to as the “Employer” and the CHAPTER LOCAL #1917 MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSETH:

WHEREAS, the laws and the State of Michigan authorize public employees to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment and

WHEREAS, employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives, which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived therefrom, the parties respectively agree:

ARTICLE 1 – GENERAL PROVISIONS

Section 1 – Purpose

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act #379 of the Michigan Public Acts of 1965 to incorporate into this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2 – Definitions

- (a) “Employer” shall mean the Township Board of the Township of Macomb, County of Macomb, State of Michigan and its duly elected or appointed representatives.
- (b) “Union” shall mean Chapter Local #1917 Michigan Council #25 of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.
- (c) “Employees” shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.

In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the female gender and vice versa.

Section III – Recognition of Union

Pursuant to the agreement between the Parties, The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of the collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of Employment, of the term of this agreement of the Employees as herein defined, Employees as:

- (I) Water / Sewer Superintendent
- (II) Assistant Water / Sewer Superintendent
- (III) Building Official
- (IV) Assistant Building Official
- (V) Parks and Recreation Director
- (VI) Assessor
- (VII) Compensation / Finance Supervisor
- (VIII) Elections Supervisor
- (IX) Planning Supervisor
- (X) Records Supervisor
- (XI) Water/Sewer Forepersons

ARTICLE 2 – EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of employees or make any agreement with any such other group

ARTICLE 3 – NON- DISCRIMINATION

The Township of Macomb, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any person or employee because of religion, race, color, national origin, age, sex, height, weight, marital status or unrelated handicap as defined by law, membership in or activity on behalf of the Union or participation in the grievance procedure. The Union agrees to admit any persons to its membership and to represent all employees without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status or unrelated handicap as defined by law.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1 –

The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- (a). Full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- (b). The right to determine the work to be done and the standards to be met by employees covered by this agreement;

- (c). The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees;
- (d). The right to hire, establish and change work schedules, set hours of work, and lay off employees.
- (e). The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause;
- (f) The right to reassign, at its discretion, department heads and other administrators to bargaining unit positions in accordance with the seniority provisions of this agreement. Provided that the reassignments of the department heads and administrators, if any, will not result in the layoff of existing collective bargaining unit member, by mutual agreement of both parties;
- (g) The right to retain orderly, effective, and efficient operation of Employer.

Section 2 –

The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

ARTICLE 5 – NO STRIKES AND NO LOCKOUTS

Section 1 –

The Employer will not lock out employees during the term of this Agreement.

Section 2 – The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this agreement are necessary to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit down, stay-in, sick out or slowdown in any department of the Employer or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage of curtailment until same has ceased.

Section 3 –

In the event of a work stoppage, or any other curtailing, by the Union or the employees covered hereunder during the terms of this Agreement, the Union by its officer's agents and shop stewards shall immediately declare such work stoppage, or other curtailment to be illegal. The Union agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employee involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Section 4 –

In the event of any strike, sit-down, stay-in, sick out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement notwithstanding any other provisions contained in this Agreement.

Section 5 –

In such event the arbitrator within four (4) hours of the Employer's election to arbitrate, shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the American Arbitration Association to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.

Section 6 –

The arbitrator shall make such order and award, as he/she shall consider necessary to effect compliance with this article including cease and desist orders.

ARTICLE 6 – SCOPE OF AGREEMENT

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement, in writing and signed by the Union and Employer. The agreement of the Employer must be obtained from the Township Board of Trustees.

ARTICLE 7 – UNION SECURITY

Section 1 –

As a condition of continued employment, each member of the bargaining unit who has completed the probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the monthly Union dues.

Section 2 –

Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee at the conclusion of their probation. All employees shall execute an authorization for the deduction of Union dues or service fees.

Section 3 –

Employees shall be deemed to be members of the bargaining unit in good standing, within the meaning of this Article if they are not more than sixty- (60) days in arrears in payment of initiation fees dues and assessments of service charge.

Section 4 –

Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days, provided the Union notifies the Employer in writing, when a member of this bargaining unit is in violation of this Article. The Union agrees to protect, indemnify and save the Employer harmless against any and all claims, demands, costs and suits that may arise out of or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 8 – UNION DUES

Section 1 –

Employees may tender the monthly membership dues or services fee by signing the “Authorization for Check-Off Form”.

Check-off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off hereinafter set forth, the Employer or the Representative agrees to deduct dues or service fees from the pay of each employee who executes or has executed the following “Authorization for check-off” form and filed same with the Employer or its representative.

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO**

Authorization for Payroll Deduction

By: _____
Last Name First Name Middle Name

To: Township of Macomb or its Township Representative

Effective _____, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME Local Union #1917, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local #1917, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

Section 2 – Deduction Begin

Check-off deduction under all properly authorized Authorization for Check-Off forms shall become effective the ninetieth (90th) day after employment date and the Authorization is filed with the Employer or its representative the amount shall be deducted from the first two (2) pay periods of each month.

Section 3 – Remittance of Dues or Service Fees

Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or service fees have been deducted as soon as possible after the second pay period of each month.

Section 4 – Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the employee requests that his authorization and request for check-off be terminated.

Section 5 –

The Employer agrees to deduct from the wage of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any

deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 9 – NEW CLASSIFICATIONS

Section 1 –

Classifications other than those listed in the Salary Schedule may be added as needed as determined by the Employer at which time vacancies and wage rates will be posted as provided in the Agreement. The Employer shall give such notice to the Union sufficiently prior to establishing a new classification to allow for negotiations of the rate structure.

ARTICLE 10 – CHAIRPERSON, STEWARDS AND ALTERNATE STEWARD

Section 1 – Number of Stewards

The Employees may be represented by one (1) Unit Chairperson and one (1) Steward Representative for the bargaining unit. In the absence of a Steward, the Alternate shall act as Steward within fifteen (15) days of their election. The Union and the Employer may rely on such list unless and until furnished with a revised list, which shall be effective upon receipt of such list, by the Employer.

Section 2 – Chairperson, Steward Conducting Union Business during Working Hours

The Union Chapter Chairperson and/or Steward shall be allowed time off duty without loss of pay to perform the following:

- a. Investigate a grievance.
- b. Present a verbal or written grievance.
- c. Discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer and/or attendance in an arbitration hearing.

It is understood that the time off duty mentioned in sub-paragraphs a, b and c will be granted on the day of request. The length of time and the time period within the working hours in excess of one hour shall be agreed upon previously by the Steward and the Township Supervisor.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1 – General Principles

- (a). The primary purpose of this procedure is to secure, at the lowest level possible solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- (b). The number of days indicated at each level of the grievance procedure shall be considered as maximum and every effort should be made to expedite the grievance procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Union and/or Employee within the prescribed time limits or such extension, which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer within the time limits required herein, then the Union's last written position of the grievance shall be upheld.
- (c). It shall be the general practice of all parties to process grievances during times that do not interfere with assigned duties.
- (d). In the course of investigation of any grievance, representatives of the Union will advise their immediate supervisor and state the purpose of the visit.
- (e). It shall be the continued practice of the Employer to assure to every Employee, an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- (f). A grievance may be withdrawn at any level of the grievance procedure without prejudice.

Section 2 – Definition

A grievance shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section 3 – Procedure

Grievances shall be presented and adjusted according to the following procedure:

- (a). Verbal Procedure: An employee and/or their steward shall discuss his grievance with the employee's Labor Relations person or Township Supervisor in an effort to resolve the problem.
- (b). All grievances must be filed within five (5) working days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited.

1. Step One:

- a. In the event that matter is not resolved informally, a written grievance may be filed by the Union and/or the Employee with the employee's Labor Relations Person or Township Supervisor, within five (5) working days following the verbal discussion which is the basis of the grievance.
- b. Within five (5) working days after receipt of the written grievance, the employee's Labor Relations person or Township Supervisor shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the Union Chapter Chairperson or his designated representative.

2. Step Two:

- a. Within five (5) working days after receiving a reply, if the employee or the Union still feels aggrieved, appeal by the employee or the Union may be taken to the Township Supervisor or the designated representative. The appeal must be in writing. A meeting between the Union and/or the employee and the Township's designated representative will be arranged to discuss the grievance within five (5) working days from the date the grievance is received by the Township Supervisor or representative. Within five (5) working days after the date of the said meeting, the designated representative shall communicate the decision of the supervisor in writing, together with the supporting reasons, to the aggrieved party and to the Chapter Chairperson.

3. Step Three:

- a. If the Employer and the Union shall be unable to resolve any grievance, the grievance may be appealed to arbitration by either party within thirty (30) calendar days after the decision or reply of the Employer. Such appeal shall be in writing and shall be delivered to the American Arbitration Association with copies to the Employer within the said thirty (30) calendar day period. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.
- b. The Arbitrator so selected will confer with the parties; hold a hearing promptly and will issue his decision not later than thirty (30) days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of act, reason and conclusion on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement has occurred and he shall be subject to, in all cases, the rights, responsibility and authority of the parties under this agreement.
- c. The decision of the arbitrator shall be final and binding on all parties. The cost(s) of arbitration shall be shared equally between the Employer and
- d. Union. Each party shall be responsible for compensating its own witnesses.

ARTICLE 12 - DISCIPLINE

Section 1 –

The Employer agrees that all disciplinary action or discharge shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the employee's conduct and that disciplinary action shall be progressive in nature.

Section 2 – Use of past record

In imposing any discipline, the Employer will not take into account any disciplinary action that occurred more than three (3) years previously.

Section 3 –

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 4 –

The Union or Employer shall have the right to process suspension or discharge cases commencing at Step Two of the Grievance Procedure.

ARTICLE 13 – PROBATIONARY EMPLOYEES

Section 1 –

New employees hired in the bargaining unit or promoted from the hourly bargaining unit shall be on probation for the first one hundred eighty (180) consecutive calendar days of their employment. After the one hundred eighty (180) day period, the employee shall enter on the seniority list and his seniority shall be computed from the date of his employment or promotion into the bargaining unit.

Section 2 –

The Employer, prior to the end of a new employee's probationary period, may request from both the employee and the Chapter Chairperson an additional sixty (60) day extension of the probationary period. The Employer agrees only to request extensions for just cause.

Section 3 –

There shall be no seniority among probationary employees.

Section 4 –

Probationary employees may be disciplined, laid off, or terminated without recourse to the grievance and arbitration procedure provided for herein.

The employer shall have sole discretion in matters of discharge and discipline affecting probationary employees.

ARTICLE 14 – SENIORITY AND CLASSIFICATION

Section 1 –

The seniority of an employee shall not be affected by their religion, race, color, national origin, age, sex, height, weight, family status, number of dependents, political affiliation, marital status, disability or handicap. The Employer shall maintain up-to-date seniority and classification lists containing the names and job titles of all employees of the bargaining unit entitled to seniority in order to hiring dates and copies of such lists shall be furnished to the Union upon execution of this agreement. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

Section 2 –

Employees hired on the same day shall be listed on the seniority list in alphabetical order by last name (at time of hire) first and then first name and finally by middle initial.

ARTICLE 15 – LOSS OF SENIORITY

Section 1 –

An employee shall forfeit their seniority for the following reasons:

- (a). Employee voluntarily quits.
- (b). Employee is discharged and the discharge is not reversed under the grievance procedure.
- (c). The employee is absent from work without notice to the Employer for three (3) consecutive working days, except for instances where there is documented proof of a physical or mental incapability of notifying the Employer. Upon the expiration of such period, the Employer will send written notice to the employee by registered mail, return receipt requested, to his last known address that his seniority has been forfeited and his employment is terminated.
- (d). The employee fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.

(e). The employee fails to return after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph “C”.

(f). The employee retires.

ARTICLE 16 - LAYOFF

Section 1 –

The word “layoff” means a reduction in the working force.

Section 2 –

If a layoff becomes necessary, the following procedure will be mandatory provided that employees who remain are capable of performing available work. Layoff shall be made within the affected classification in the affected department.

(a) New Employees as defined in article 13, with less than 180 days of service within the affected classification and department shall be laid off first.

(a) If further reduction is necessary, layoff shall be in inverse seniority order, as defined in Article 16, within the affected classification and department.

Employees to be laid off will have at least five working days written notice of layoff. The local president shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 17 – RECALL PROCEDURE

Section 1-

(a) The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

(b) Notices of recall shall be sent by certified or registered mail or telegram to the employees last-known address as shown on the Employers records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three days and shall return to work within five working days after issuance of

notice, or his employment shall be terminated without recourse to the Agreement unless the time is extended by the Employer

(c) Said recall is within same bargaining unit, same department and classification..

ARTICLE 18 – JOB OPENINGS AND TRANSFERS

Section 1 –

Promotions within the bargaining unit shall be made on the basis of seniority, ability and qualifications required for the position and all things being equal, seniority will be the determining factor. The Employer shall post any such job vacancies that are to be filled on the employee bulletin boards for a period of at least five (5) working days. Said notice to be posted between the hours of 8:30 a.m. and 5:00 p.m. for all employees with the five (5) working days to expire on the sixth working day at the hour posted.—The Employer has the right during period of vacancy to fill these jobs on a temporary basis subject to the procedures outlined in Article 20, Temporary Assignments. The promoted employee shall have the right to return to their former job at anytime during the trial period.

ARTICLE 19 – DUTY RELATED LEGAL ACTION

Section 1 -

When any claim is made, or any civil action is commenced against an employee for actions taken by the Employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.

Section 2 –

The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the Employee, pay, settle, or compromise the judgment. Provided that exempt from the application of this provision is any conduct or action of an employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent employees in any particular matter.

Anything in this Article to the contrary notwithstanding, the Employer's obligation to indemnify the employee or pay, settle or compromise any judgment rendered against the Employee shall be limited to the extent of the Employer's insurance coverage.

ARTICLE 20 – REIMBURSEMENT OF EDUCATIONAL EXPENSES

Section 1-

An employee who has been pre-approved by the Township Board to take necessary college classes, schooling or certification related to the employee's job and for which the employer anticipates some benefit to be derived from the additional education, will be reimbursed by the employer for a maximum of two (2) courses per semester. An employee will only be reimbursed by the Employer upon successful completion of the college classes, schooling or certification. Successful completion for reimbursement purposes means that a minimum grade for a "C" must be achieved in associate and undergraduate courses, and a grade of "B" achieved in master or above courses. The appropriate certificate must be issued for reimbursement of certification classes.

Section 2 –

The Employer will not reimburse the Employee for books, materials or supplies.

Section 3 –

The Township Board at its discretion may increase the education expenses provided for upon good cause being shown. The employer may require an employee to take courses and advance training as necessary for the employee to perform his/her job.

Section 4

An employee who leaves the Township's employment agrees to repay to the Employer the total amount of reimbursement for educational expenses reimbursed during the Employee's last two (2) years of employment with the Township.

ARTICLE 21- TEMPORARY ASSIGNMENTS

Section 1 –

Temporary assignments where an employee is required to work in a higher classification in excess of (90) days, the employee will be paid the rate for the higher classification for all hours worked. On temporary assignments to lower rated jobs, the employee will suffer no reduction in pay. Assignments to lower rated jobs due to layoff will be paid for the job filled.

ARTICLE 22 – LEAVE OF ABSENCE

Section 1 – Leave Pursuant to the Family & Medical Leave Act

- (a) An employee must substitute accumulated vacation, personal, and sick days for unpaid FMLA for the employees own serious health condition, or to care for a seriously ill family member.
- (b) An employee must substitute accumulated vacation, personal days for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption of foster care.

Section 2 – Long Term Disability Leave

Any employee who due to illness or injury exhausts their benefit time under FMLA may make application under the provisions of a long term disability leave. The Township agrees to cover benefits (insurance's i.e. health, dental, optical and life) for a period of six months. Beyond that time, the Board will review the circumstances and approve a further extension on a case by case basis.

Section 3 – Personal Leave

A Personal Leave of Absence shall not exceed nine (9) months. Extension for any Personal Leave will be at the discretion of the Employer. Only a permanent full-time employee, who has worked continuously for the Employer for six (6) months or more may be granted Personal Leave. All leaves shall be requested in writing and will state the reason for such leave, dates on which the employee will begin the leave and return to work.

Time absent leave shall not be counted as time at work for any benefits while on Personal Leave. However, during a personal leave of absence, the employee shall be able to continue their benefits through the Township at its own expense.

Employees shall not return to work prior to the expiration of their leave unless otherwise agreed to by the Employer.

Upon return from leave, an employee shall be returned to a position that was similar to that which the employee worked prior to the leave. The employee will receive the prevailing rate for the position.

Section 4 – Veterans

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

Section 5 – National Guard & Armed Forces Reserve Training

Except as hereinbefore provided, the re-employment rights of employees who are in the Armed Forces Reserve or the National Guard may use accrued vacation time if required to attend summer training.

ARTICLE 23 – SICK LEAVE

Section 1 – Allowance

Upon completion of ninety (90) calendar days commencing with an employee's most recent hiring-in-date and not before an employee shall be credited with three (3) paid sick days and shall thereafter earn one (1) paid day monthly to a maximum of twelve (12) in any twelve (12) month period. Sick leave may be utilized in one (1)-hour increments. Sick leave may also be utilized for doctor appointments and the care of ill family members.

Section 2 – Illness or Injury

An employee making a claim for sick leave pay, which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.

Claim for sick leave pay must be accompanied by a statement from the attending physician when requested by the Employer on a form provided by the Employer when the employee has been off work due to his sickness or accident for three (3) or more consecutive days, or when the claim for sick leave pay is for an employee with a history of absenteeism.

Section 3 – No Advance Credit

Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. Employees may use vacation time provided sick time is exhausted.

Section 4 – Accumulation

Employees shall accumulate sick days to a maximum of one hundred and eighty (180) days.

Section 5 – Payment at Employee’s Death or Retirement or Separation

In case of the death of an employee, payment of one hundred percent (100%) of their unused sick leave shall be made to their beneficiary or estate. Upon retirement or separation of employment, payment shall be fifty percent (50%) of all accumulation up to 120 Days.

Section 6 – Evidence of Fitness

The Employer after a prolonged illness or accident may require that an employee present medical certification of his physical or mental fitness to continue working.

ARTICLE 24 – BEREAVEMENT LEAVE

Section 1 –

An employee will receive three (3) days not chargeable to annual leave accumulation for attendance at the funeral of the Employee’s spouse, children, parents of employee or spouse, or grandparents, grandchildren, brother, sisters, brother-in-law, sister-in-law, son-in-law and daughter-in-law, step-children and step-parent.

Section 2 –

The bereaved employee shall have the option of extending his/her leave by two (2) additional days, availing themselves to banked time, excluding sick leave.

ARTICLE 25 – PERSONAL LEAVE / NON FMLA

Section 1 -

An employee shall be entitled to forty- (40) hours of personal leave upon completion of probationary period. There shall be no buy-out of unused personal leave on employee's anniversary date.

Section 2 -

Upon separation from employment, death, retirement or resignation, all unused personal time will be reimbursed to the employee or spouse at one hundred percent (100%).

ARTICLE 26 - VACATION

Section 1 –

All regular full time employees shall be entitled to vacation time with pay under the following schedules, following the completion of his/her probationary period.

- (a). Employees during the first year of continuous employment shall receive a vacation of five (5) days per year.
- (b). Employees who have completed one (1) year of continuous employment shall receive a vacation of ten (10) days per year.
- (c). Employees who have completed five (5) years of continuous employment shall receive a vacation of fifteen (15) days per year.
- (d). Employees who have completed ten (10) years of continuous employment shall receive:
 - 10 years of continuous service, 16 days of vacation*
 - 11 years of continuous service, 17 days of vacation*
 - 12 years of continuous service, 18 days of vacation*
 - 13 years of continuous service, 19 days of vacation*
 - 14 years of continuous service, 20 days of vacation*

Section 2 –

- (a). Employees whose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- (b). Vacation shall be accumulated on a pro-rated basis.

Section 3 –

Employees shall be allowed to accumulate vacation days for a two (2) year period. At the end of each anniversary period employees may cash in vacation days earned but not used to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed must not exceed fifty percent (50%) of earned vacation time.

In the event an employee's vacation is denied by Employer because of Township business requirements, then the Personnel Committee which is comprised of Clerk, Supervisor and Treasurer shall have the discretion to extend the time that the employee must use his/her vacation time by a maximum of sixty (60) days. The employee shall only be denied their vacation request based upon the reasonable needs of the Township.

The purpose of this provision is to aid management in maintaining continuity of work force and is not intended as a tool to deny employees any of their earned vacation benefits.

Section 4 –

- (a). The employee will be paid one hundred percent (100%) of accumulated vacation upon retirement or resignation. In the event of the death of an employee, their spouse or estate will be paid one hundred percent (100%) of accumulated vacation days.

Section 5 –

Vacation requests will be submitted to the Township Supervisor or Clerk and be taken on a per day basis if approved.

Section 6 –

Miscellaneous vacation time can be taken in one- (1) hour segments.

Section 7 –

In case of illness, said employees can use their vacation, if needed, after all sick time and benefits are exhausted.

Section 8 –

The Employer shall, upon the written request of an employee, issue vacation checks in advance of vacation to be taken. The request must be received prior to the processing of the pay period preceding the scheduled vacation.

ARTICLE 27 - HOLIDAYS

Section 1 –

The following shall be paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee's Birthday

When Christmas, Christmas Eve, New Year's or New Year's Eve day falls on a Monday or Friday, they shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday will be observed on the following Monday.

ARTICLE 28 – HOLIDAY PAY

Section 1 –

Water and Sewer Forepersons are entitled to the following:

Rate of pay for Holidays

1. Holiday pay shall be made at the rate in effect at the time for an eight (8) hour workday.
2. If an Employee is required to work on a holiday, pay shall be made at double the rate in effect at the time for an eight (8) hour work day plus the regular holiday pay, except as herein otherwise provided.
3. The above shall be paid holidays in the year in which they occur, provided the Employee works his/her scheduled work day before and after said holiday unless excused or pre-approved by the Township Supervisor. It is understood by the parties that vacation days, sick days, and personal days shall be excused days and referred to as "pay status days"

ARTICLE 29 – WORKING HOURS / STANDARD WORK WEEK / SUMMER HOURS

Section 1 –

The normal weekly work schedule will consist of eight and one half (8.5) hours with a sixty-(60) minute lunch break with one half hour paid. The eight and one half (8.5) hours will commence when the Department Head and Supervisor or Clerk mutually agree.

Section 2 –

All employees shall be allowed two (2) ten (10) minute breaks each day, one (1) in the first half of their shift and one (1) in the second half of their shift with pay.

Section 3 –

In the event that one (1) or the two (2) full time elected officials, Supervisor or Clerk, determine that the Township offices should be closed due to emergency weather conditions, the employees covered by the terms of this Agreement shall not be required to report to work or may leave early from work (except such employees as are required to perform essential functions of the Township) and the loss of time shall not be charged against the employee's regular pay or leave days; provided regular pay shall continue for said time off.

Section 4 –

Water and Sewer Forepersons Only:

If notwithstanding the closing of the Township certain employees are required to report to work, such employees shall be compensated at the rate of one and one half (1 ½) times their regular hourly rate.

Section 5 –

All current positions will continue as full time positions.

ARTICLE 30 – OVERTIME PREMIUM

Section 1 –

Overtime Premium For Water/Sewer Forepersons

A. Time and one-half shall be paid as follows:

1. For all working hours over normal working days.
2. For all work on Saturday when Saturday is not part of the regular shift of the Employee.

B. Double time shall be paid as follows:

1. For all hours worked on Sunday.
2. For all hours actually worked on holidays as defined in this agreement in addition to holiday pay.

Section 2-

Overtime & Call Hours

- A. When an employee is called to work during an emergency or otherwise, on Saturday, Sunday or legal holiday, he/she shall be paid a minimum of four (4) hours at the established rate.
- B. The Township will pay overtime in accord with the Fair Labor Standards Act.

ARTICLE 31 – LONGEVITY PAY

Section 1 –

Each employee shall receive longevity pay in accordance with the following schedule in addition to the regular salary.

Section 2 –

The percentage below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date with total amount not to exceed \$3,500.

Section 3 –

Continuous years of service as of the anniversary date of employment each year as follows:

<i>Years of Continuous Service with the Township</i>	<i>Percent of Base Pay</i>
<i>Upon Completion of:</i>	
<i>Five (5) years of service</i>	<i>2%</i>
<i>Eight (8) years of service</i>	<i>3%</i>
<i>Ten (10) years of service</i>	<i>4%</i>
<i>Fifteen (15) years of service</i>	<i>5%</i>
<i>Twenty (20) years of service</i>	<i>6%</i>

Longevity payment shall be on a separate check.

Section 4 –

Longevity pay shall be due and payable in a lump sum payment on the first pay subsequent to their anniversary date of hire in each year during the term of this Agreement. Upon the death, or retirement or separation of employment of an employee, he or his legal representative in the case of death, shall be paid his longevity pay for the current period on a pro-rata basis computed from the anniversary hire date to the date of death or retirement as the case may be.

ARTICLE 32 – JURY DUTY

Section 1 –

An employee who serves on jury duty shall be paid the difference between their regular pay and the amount actually received for such jury service.

Section 2 –

All days-served in jury duty is to be considered regular working days and not deducted from accumulated sick leave or vacation days.

ARTICLE 33 – MEDICAL & HOSPITALIZATION, OPTICAL, & DENTAL INSURANCE

Section 1 –

The Employer shall provide the following medical and hospitalization coverage:

(a). Medical and Hospitalization

The Employer shall provide through the health care provider of their choice, the following medical and hospitalization coverage from which plans a management employee may choose.

(b). Blue Cross/Blue Shield of MI – Group 52239/000. Eligibility begins the first of the month following ninety (90) days after the date of hire. Effective _____, 2000.

1. *Traditional Major/Master Medical Plan. This is Plan L with a ML Rider requiring a \$100 deductible per individual/\$200 per family, along with additional riders as follows:*

Annual Physical or gynecological exams (AP2),

\$3.00 co-pay prescriptions plus contraceptives (\$3 preferred prescriptions)

Well Baby Care (MMC-PC)

Family Continuation Rider

2. *HMO with the following related riders:*

Waiver of Office Co-Pay Rider

Waiver of Mental Health and Substance Abuse Co-Pay Rider

Waiver of Emergency Room Co-Pay Rider

Skilled Nursing Facility 730 Days Rider

Prosthetic and Orototic Rider

Prescription Drug w/Contraceptives, N & S and \$3.00 Co-pay

Family Planning Rider

Family Continuation Rider

Durable Medical Equipment Rider

Allergy Services Rider

The current provider is Blue Care Network of Southeastern Michigan. The group number is 89889-000. The eligibility requirement is the first of the month following ninety (90) days after the date of hire.

Upon separation of employment, either Health Insurance coverage shall continue to the last day of the month.

Section 2 –

The Employer shall provide the following dental coverage through Delta Dental Plan of Michigan:

- (a). Plan effective date – July 1, 1997
- (b). Waiting Period – employees hired after July 1, 1997 who are eligible for dental benefits are automatically covered on the first day of the month following ninety (90) days of continuous employment.
- (c). Eligible Persons – All full time employees of the Employer. Also eligible are legal spouses and dependent children to the end of the calendar year in which they attain the age of 19 of dependent unmarried children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the definitions section of the Dental Care Certificate, see Page 4, item 11.
- (d). Selected Benefits – Class I Benefits – Basic Dental Services
Class II Benefits – Prosthodontic Dental Services
- (e). Selected Percentages – Class I Benefits – 75%
Class II Benefits – 75%
- (f). Maximum Contract Benefits - \$1,200 per person total per contract year on Class I and Class II Benefits.
- (g). Deductible – None
- (h). Enrollment – Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall

receive benefits under a single contract without coordination of benefits under the Delta contract.

- (i). Termination – Benefits will cease on the last day of the month in which the employee is terminated.
- (j). Plan Predetermination Amount - \$200.00
- (k). An orthodontics Rider of \$1,500 lifetime maximum per person.

Section 3 – Optical

Employer agrees to pay the full premium for Co-op Family Optical Annual Plan B with MD rider.

Section 4 – Retirees

The Employer shall provide and pay for Health Care Insurance, Dental, Optical coverage and Life Insurance for all eligible employees who retire under this Agreement. An employee's spouse shall have the option of this same coverage through the Township, at any time (including after the death of the retired employee) providing the spouse does not have benefits elsewhere that equal to, or better than the Township coverage. Retirees will automatically be transferred to complimentary traditional medical coverage, as they become eligible for Medicare.

Section 5 – Worker Compensation

- A. Each employee shall be covered by applicable Michigan Worker's Compensation Laws
- B. as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report the injury within twenty-four (24) hours or as soon as possible on forms provided by the Employer.
- C. The insurance check will be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions.
- D. The Employer agrees to continue all insurance and other benefits during the period of time the employee is disabled not to exceed one (1) year.

- E. The Employer shall pay for time off prior to when Worker's Compensation benefits begin and the employee shall not suffer a reduction in sick leave or vacation due to a duty related injury or illness.

ARTICLE 34 – DISABILITY INSURANCE

- (a). The Employer shall provide a long-term disability insurance plan. The plan will provide a monthly benefit of seventy percent (70%) of salary for the first year, sixty percent (60%) thereafter, to a maximum of seventy thousand dollars (\$70,000.00) or monthly benefit of 4083/3500 after an elimination period of sixty (60) consecutive calendar days. Employees shall be subject to the definition, eligibility, exclusions, limitations and general provision of the insurance policy.

ARTICLE 35 – TERM LIFE INSURANCE

The Employer will provide each employee with a term group insurance policy through such insurance company as the Employer may designate in the amount of twenty thousand (\$20,000.00) dollars with accidental double indemnity. The Employer shall provide a \$10,000 paid up Life Insurance Policy upon retirement.

As of January 1, 2003, Life Insurance increased to \$30,000.00 with accidental double Indemnity.

As of January 1, 2004, Life Insurance increased to \$40,000.00 with accidental double Indemnity.

As of December 31, 2004 Life Insurance increased to \$15,000.00 upon retirement.

ARTICLE 36 – WORK CLOTHING AND I.D.

Section 1 –

The employer shall provide seven (7) work uniforms of a color and designed selected by the Employer each year for the Water/Sewer Forepersons. The Employees shall be responsible to launder these garments as required. The Employer will also provide these employees with a raincoat hat, regular boots, coveralls, winter and spring jackets, to be replaced as needed.

Uniforms will be provided in the month of March. New Employees shall be issued uniforms immediately upon completion of their probationary period, and the quantity of their uniforms shall be prorated from the date of hire to the next March.

Section 2 -

The Employer shall supply professional I.D. cards for all employee's to use during the performance of their jobs.

ARTICLE 37 – TRAVEL AND REIMBURSEMENT

Section 1 –

Employees required to use their own car in the course of their duties will receive mileage as determined by the Internal Revenue Service as nontaxable. Reimbursement will be on a monthly basis.

Section 2 –

All requests for reimbursement of mileage will be documented and supported on the forms to be furnished by the Employer.

Section 3 –

All requests for reimbursement of Mileage will be documented and supported on forms to be furnished by the employer. Should the employer provide vehicles, this provision shall be null and void.

ARTICLE 38 – RETIREMENT AND PENSION

Section 1 –

The Employer agrees to continue to provide a Group Pension Plan with the Employer contributing ten percent (10%) and the employee contributing five percent (5%) of the employee's annual income. An employee can voluntarily contribute up to an additional ten percent (10%) or \$10,500.00, whichever is greater.

Section 2 –

An employee with at least ten (10) years of seniority (to include family if applicable) and age sixty-two (62) is eligible for retirement with full benefits.

Section 3 –

Upon eligibility for social security – Medicare benefits, a retired employee must seek benefits and must provide the Township with dates and coverage of Medicare. At this time the Township who provided medical benefits shall revert to a complimentary benefit package.

Section 4 –

An employee with at least ten (10) years seniority and is eligible for a disability retirement shall be eligible for full benefits.

Section 5 –

It is agreed that the Township will address the retirement requirements in the near future.

ARTICLE 39 - SEVERABILITY

This Agreement and each of the terms and conditions are subject to the laws of the State of Michigan in all respects and in the event that any provision is determined to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this agreement.

ARTICLE 40 – EFFECTIVE DATE AND DURATION

Section 1 –

This Agreement shall be effective the first day of January 1, 2002 and shall continue in full force and effect until December 31, 2005.

Should either the Employer or the Union desire to terminate, modify or amend this Agreement on its termination date, the Employer and/or Union shall give at least ninety (90) days notice in writing to the other party.

Section 2 – Extensions

In the event that negotiations extend beyond the expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan.

**TOWNSHIP OF MACOMB
MACOMB COUNTY, MICHIGAN**

**MACOMB TOWNSHIP LOCAL# 1917 _____
MICHIGAN AFSCME COUNCIL 25
AFL-CIO**

John D. Brennan
Supervisor

Michael R. Landsiedel
Staff Representative

Michael D. Koehs
Clerk

David Koss
Chapter Chairperson

Marie Malburg
Treasurer

Gary A. Campbell
Bargaining Committee

Date: 11/21/02

Date: 11/20/02

ARTICLE 41 - WAGES

Section 1 –

Effective January 1, 2003 employees covered by this Agreement shall receive a salary increase of 3%. Effective January 1, 2004 shall receive a salary increase of 3%. Effective January 1, 2005 shall receive a salary increase of 3%. The adjusted wages are attached and incorporated in to this Agreement (Appendix A).

FOUR (4) YEAR AGREEMENT

ARTICLE 42 – DRUG FREE WORK PLACE

Section 1 –

The Employer and Union Agree to incorporate and make a part of this Agreement the Drug Free Work Place Policies: for employees with a CDL and who drive a CMV: and all other Township employee's attached hereto as Appendix B and C.

APPENDIX A

POSITION	Range Effective 1/1/02	Range Effective 1/1/03	Range Effective 1/1/04	Range Effective 1/1/05
Water/Sewer Superintendent	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant W/S Superintendent	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$68,842
Building Official	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant Building Official	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$68,842
Park and Recreation Director	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assessor	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418
Compensation/ Finance Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Elections Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Planning Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Records Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Water/Sewer Foreperson	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100

Memorandum of Understanding
Between
Township of Macomb
and
AFSCME Chapter Local 1917

On October 20, 2003 at 10:00 am, the AFSCME Management Union and Macomb Township met to discuss and consider new positions and benefits to the bargaining unit as follows:

Assessor – Salary and position has changed from the existing contract and from this day forward be recognized as a department head. Salary for this person is \$74,160. This position was filled from within, no probationary period is warranted.

Deputy Assessor (Level 4) – New position created in the Assessing Department which requires a level four (4) certification. Salary as of January 1, 2003 will be \$70,000. Probationary period will be implemented.

Building Inspector Foreperson – New position created in the Building Department. Salary and benefits will be the same as the water and sewer forepersons. This position was filled from within, no probationary period is warranted.

Informational Technology Director (IT) – New position created. Salary will follow the same range as the department heads. The person selected for this position will start at \$74,160. Probationary period will be implemented.

Compensation/Finance Supervisor - renamed (title only) **Finance Supervisor**.

The newly created positions above will be added to Appendix A and subject to salary increases as noted.

Article 1 - General Provisions – Section III – Recognition of Union – Positions are defined under this section. Add *Deputy Assessor, Informational Technology Director (IT), Building Inspector Foreperson* and name change from *Compensation/Finance Supervisor* to *Finance Supervisor*.

Retirement – Article 38, Section II will be amended as follows:

The employer shall provide and pay for medical, dental and optical coverage and life insurance for all eligible employees who retire under this agreement. In regards to medical, dental and optical coverage, the Employer will pay for the level of benefits equivalent to the coverage the employee received for at least five (5) consecutive years preceding retirement. Life Insurance will be continued as specified under Article 35 of this contract.

- A. Eligible employees must be age fifty-five (55) or above with more than ten (10) years of continuous full time service with the Township.
- B. Employees with more than twenty-five (25) years of continuous full-time service, regardless of age, may purchase medical, optical, and dental insurance, at their

own expense, at the rates being paid by the Township, up to the age of fifty-five (55), at which time the Township will purchase the benefits.

In the event of the death of a retired employee, the employee's spouse, if any, shall have the option of this same coverage at any time, paid for by the Township, providing that the spouse does not have benefits elsewhere that are equal to or better than the Townships coverage.

Additional Information for Consideration – It was brought to the table from the Township of additional Health care coverage (PPO) that may be available in the near future. The Township has agreed to discuss this issue when it becomes available.

IN WITNESS WHEREOF, the employer and union have caused this agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan.

**Township of Macomb
Macomb County, Michigan**

**Macomb Township Local 1917
Michigan AFSCME Council 25
AFL-CIO**

By: John D. Brennan
Supervisor

By: Lloyd Stage
Staff Representative

By: Michael D. Koehs
Clerk

By: David Koss
Chapter Chairperson

By: Marie Malburg
Treasurer

By: Gary Campbell
Bargaining Committee

Date: 10/23/03

Date: 10/22/03

APPENDIX A		(REVISED OCTOBER 23, 2003)		
POSITION	Range Effective 1/1/02	Range Effective 1/1/03	Range Effective 1/1/04	Range Effective 1/1/05
Water/Sewer Superintendent	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant W/S Superintendent	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$ 68,842
Building Official	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant Building Official	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$ 68,842
Park and Recreation Director	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assessor	_____	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Deputy Assessor	_____	\$70,000	\$ 72,100	\$ 74,263
IT Director	_____	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Finance Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Elections Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Planning Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Records Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Water/Sewer Foreperson	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Building Insp. Foreperson	_____	\$ 56,650	\$ 58,350	\$ 60,100

Memorandum of Understanding II
Between
Township of Macomb
and
AFSCME Chapter Local 1917

On February 25, 2004 at 10:00 am, the AFSCME Management Union and Macomb Township met to discuss and consider new positions and benefits to the bargaining unit as follows:

Human Resources Specialist – New position created in the Human Resources Department. Salary set forth in the Appendix A revision of February 25, 2004. Probationary period was implemented.

Aquatics Supervisor – New position created in the Parks and Recreation Department. Salary set forth in Appendix A revision of February 25, 2004. Probationary period will be implemented.

Recreation Facility Supervisor - New position created in the Parks and Recreation Department. Salary set forth in Appendix A revision of February 25, 2004. Probationary period will be implemented.

Parks Supervisor - New position created in the Parks and Recreation Department. Salary set forth in Appendix A revision of February 25, 2004. Probationary period will be implemented.

Finance Manager – Due to the role and responsibilities of this position, it was agreed to reclassify this position as Finance Supervisor to *Finance Manager*. Salary for this position was determined at \$61,000, effective January 1, 2004 and subject to 3% increase on January 1, 2005.

Article 30 – Overtime Premium – Subheading Section 1 should be moved below second subheading Overtime Premium for Water Sewer Forepersons.

Article 33 – Medical & Hospitalization, Optical, and Dental Insurance

It was agreed that Macomb Township will provide an additional Medical Benefit to the Management Unit. Section 1, subparagraph (b) add additional benefit # 3 as follows:

(b). 3. Community Blue Plan 1 (Paid Provider Organization) with the Blue Preferred Rx Prescription Drug Coverage with Generic/Brand Name Co-pay benefits (\$5 for each generic drug and \$10 for each brand name drug with riders: MOPDX2x, PD-CM, CI, and PCD as specified in the Blue Cross/Blue Shield summary). This plan will be implemented as soon as Blue Cross/Blue Shield has an open enrollment period available (Target Date June 1, 2004).

Article 38 – Retirement and Pension

A revision to Section one and two of this article was agreed and will be as follows:

Section 1 – Pension

The employer agrees to provide a Defined Pension Program 401 (a) whereby the employer will contribute ten percent (10%) of the employee’s annual salary (base pay only) with the employee contributing five percent (5%) of their annual salary. Participation in this plan begins on the first day of the month following ninety days (90 days) of continuous employment. (Refer to the plan document for further information regarding this benefit.)

Section 2 – Deferred Compensation Plan

The employer will sponsor a 457 (b) Deferred Compensation Plan as a supplemental retirement plan to eligible employees. Participation in this plan begins on the first day of the month following (90) days of continuous employment and is totally voluntary on the part of the employee. Under this plan, an employee may defer compensation according to IRS as follows:

<u>Year</u>	<u>Annual Maximum Contribution</u>
2004	\$13,000
2005	\$14,000

For those employees age 50 and older, can make catch-up contributions as follows:

<u>Year</u>	<u>Annual Maximum Contribution</u>
2004	\$3,000
2005	\$4,000

Finally, for those employees within three (3) years of normal retirement age the catch-up provision is increased from \$15,000 to:

<u>Year</u>	<u>Annual Maximum Contribution</u>
2004	\$26,000
2005	\$28,000

(Refer to plan document for further information regarding this benefit)

Section 3 – (current section 2 as amended on October, 22, 2003).

Section 5 – Eliminate this section.

IN WITNESS WHEREOF, the employer and union have caused this agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan.

**Township of Macomb
Macomb County, Michigan**

**Macomb Township Local 1917
Michigan AFSCME Council 25
AFL-CIO**

By: John D. Brennan
Supervisor

By: Lloyd Stage
Staff Representative

By: Michael D. Koehs
Clerk

By: David Koss
Chapter Chairperson

By: Marie Malburg
Treasurer

By: Gary Campbell
Bargaining Committee

By: John F. Brogowicz
Human Resources Director

By: _____

Date: 4/29/04

Date: 4/21/04

APPENDIX A

(REVISED MARCH 12, 2004)

POSITION	Range Effective 1/1/02	Range Effective 1/1/03	Range Effective 1/1/04	Range Effective 1/1/05
Water/Sewer Superintendent	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant W/S Superintendent	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$ 68,842
Building Official	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assistant Building Official	\$ 54,000 \$ 63,000	\$ 55,620 \$ 64,890	\$ 57,289 \$ 66,837	\$ 59,007 \$ 68,842
Park and Recreation Director	\$ 65,550 \$ 72,000	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Assessor	_____	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Deputy Assessor	_____	\$70,000	\$ 72,100	\$ 74,263
IT Director	_____	\$ 67,517 \$ 74,160	\$ 69,543 \$ 76,385	\$ 71,629 \$ 78,676
Finance Manager			\$ 61,000	\$ 62,830
Elections Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Planning Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Records Supervisor	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Water/Sewer Foreperson	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Building Insp. Foreperson	_____	\$ 56,650	\$ 58,350	\$ 60,100

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POSITION	Range Effective 1/1/02	Range Effective 1/1/03	Range Effective 1/1/04	Range Effective 1/1/05
Human Resources Specialist	_____	_____	\$ 58,350	\$ 60,100
Recreation Facility Supervisor	_____	_____	\$50,000	\$51,500
Aquatics Supervisor	_____	_____	\$45,000	\$46,350
Parks Supervisor	_____	_____	\$55,000	\$56,650

Memorandum of Understanding III
Between
Township of Macomb
and
AFSCME Chapter Local 1917

On November 3, 2004 at 10:30 am, the AFSCME Management Union and Macomb Township met to discuss and mutually agreed to the following articles:

Article 38 – Retirement and Pension, Section II

The Employer shall provide (pay) medical & hospitalization, dental, vision, and life insurance coverage for any employee who retires under this agreement. The hospitalization & medical, dental and vision coverage shall also include the spouse of the retiree at the date of retirement. Eligible employees will be:

- A. Employees age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township, or
- B. Employees with twenty-five (25) years or more of full-time employment with Macomb Township.

Eligible employees who retire under this agreement shall receive medical & hospitalization, dental, vision, and life insurance coverage provided by the Township as follows:

- Medical & Hospitalization: Blue Cross Blue Shield Community Blue Plan 1 (Paid Provider Organization or PPO);
- Dental: Delta Dental Plan of Michigan;
- Vision: Blue Cross Blue Shield VSP Vision Plan; and
- Life insurance: Group Term Life Insurance in the amount of \$15,000.

Any employee who retires from the Township may elect to participate in another medical and hospitalization plan, currently the Blue Cross Blue Shield Traditional Plan or the Blue Care Network (Health Maintenance Organization or HMO) provided they pay any additional premiums exceeding the rate of the Community Blue Plan 1. In addition, such employee may elect coverage for eligible dependants under the Family Continuation Plan Rider at their own expense. Payments for employee elected additional coverage must be made to the Township thirty (30) days prior to the effective date and thereafter, by the first day of the month, or the additional coverage will be terminated.

Article 33 – Medical & Hospitalization, Vision, & Dental Insurance

Section 3 – Optical

Effective January 1, 2005, vision coverage under Co-op Family Optical Annual Plan B will be terminated and the Employer will provide employees with vision coverage under the Blue Cross Blue Shield Vision Service Plan (VSP). Coverage will also apply to the employee’s spouse and children under the age of 19. Children between the ages of 19 and 25 may be covered provided they meet the eligibility requirements under the Family Continuation Rider.

Section 6 – Opt-out Provision

Effective January 1, 2005, an employee who is covered with medical & hospitalization insurance through a source other than Macomb Township may choose to “opt-out” (decline) the medical, dental, and vision coverage provided by Macomb Township. In declining, the employee must “opt-out” of *all* insurance provided under medical & hospitalization, dental, and vision coverage. Proof of alternative coverage for medical & hospitalization insurance must be furnished to Human Resources at the time of election. This option may only be selected or changed upon eligibility following the date of hire or during the annual open enrollment period.

In lieu of the Township provided Medical & hospitalization, dental, and vision coverage, the employee shall receive a monthly cash payment. The monthly cash payment will be equal to fifty percent (50%) of the average monthly cost for medical & hospitalization, dental, and vision coverage for the single rate plan. The monthly cash payment will be paid on a bi-weekly (1/26) basis.

The Human Resources Director will determine the average monthly cost of the single rate plan at the beginning of each calendar year.

Example:

Traditional	\$505.13
PPO	448.28
HMO	<u>382.83</u>
	\$1,336.24

$$\frac{\$1,336.24}{3} = \$445.41 \text{ Average}$$

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Memorandum of Understanding III**

Average Medical	\$445.41
Vision	13.05
Dental	<u>38.78</u>
	\$497.24

$$\$497.24 \times 50\% = \$248.62$$

$$\frac{\$248.62 \times 12}{26} = \$114.75$$

Cash payment per pay period \$114.75

The employee, subject to the terms and conditions of the insurance contracts in effect at the time of the election, may reinstate coverage in the event alternative coverage for which he/she was insured is terminated. The employee will have to furnish proof of such change to Human Resources. Upon reinstatement of insurance benefits through the Township all payments under the Opt-out provision shall cease.

Section 7 – Notification to the Employer

All employees covered under medical & hospitalization, dental, vision, and life insurance programs provided by the Township have the responsibility to promptly notify (within thirty (30) days) the Township of any event that may affect their or their dependent's eligibility under these programs. Should an employee fail to report any change in dependent eligibility within thirty (30) days of a qualifying event, then the employee will reimburse the Township for all insurance premiums paid for an ineligible dependent from the date of ineligibility. The repayment of such premiums may be made in cash or through payroll deduction. This repayment provision is in addition to any independent action taken by an insurance carrier.

Article 18 – Job Openings and Transfers

On page 19 Article 20 should be Article 21

Article 25 - Personal Leave

An employee shall be entitled to forty (40) hours of personal leave upon the first day of the month following ninety (90) days of continuous employment.

Article 26 – Vacation

All regular full-time employees shall be entitled to vacation with pay on the first day of the month following ninety (90) days of continuous employment as follows:

Article 33 – Medical & Hospitalization, Vision, & Dental Insurance

Employees will become eligible for Medical & Hospitalization, Vision, and Dental insurance on the first day of the month following ninety (90) days of continuous employment.

Article 34 – Disability Insurance

Employees will become eligible disability insurance on the first day of the month following ninety (90) days of continuous employment.

Article 35 – Life Insurance

Employees will become eligible group term life insurance on the first day of the month following ninety (90) days of continuous employment.

Article 42 – Drug Free Work Environment

The Township and the Union agree to incorporate the updated Drug-Free Workplace Policy as presented by Choicepoint and dated September 1, 2004 into the Collective Bargaining Agreement for regulated drivers (CDL) and all other Township employees as presented in Appendix B and C. Each member of Local 1917 will receive an updated copy of the appropriate Drug-Free Policy and sign an Acknowledgement of Receipt of Policy within ten (10) days of the signing of the Letter of Understanding.

IN WITNESS WHEREOF, the employer and union have caused this agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan.

Township of Macomb
Macomb County, Michigan

Macomb Township Local 1917
Michigan AFSCME Council 25
AFL-CIO

By: John D. Brennan
John D. Brennan
Township Supervisor

By: LeRoy Carter
Leroy Carter
Staff Representative

By: Marie Malburg
Marie Malburg
Township Treasurer

By: David Koss
David Koss
Chapter Chairperson

By: Michael D. Koehs
Michael Koehs
Township Supervisor

Date: 11/18/04

By: John F. Brogowicz
John F. Brogowicz
Human Resources Director

Date: 11/19/04